

North Carolina Department of Transportation

Encroachment Agreement Form Requirements

General

- Proper completion of the Encroachment Agreement is essential to its timely processing. If Encroachment Agreements are not properly completed at the time of package submittal, the encroachment request package may be returned to the Applicant and encroachment review will not begin until a proper Encroachment Agreement is submitted.
- The following information will provide guidance on the completion of each field of the agreement. All Encroachment Agreements can be found on the [Encroachment Agreements page of Connect NCDOT](#).

Routes

- All state roads to be encroached upon should be listed. Each road should be listed by its state road number (e.g. NC 55, US 70, SR 1287, etc.). Local road names (e.g. New Hope Road, Johnson Street, etc.) may be included **in addition** to the State Road numbers for reference.
- Affected roadways should be listed first by roadway type (Interstates, followed by US Highways, then State Highways, and finally Secondary Roads) and then numerically. This format should be used regardless of the alignment of the proposed utility.
- For example, an encroachment request involving NC 50, SR 1822, SR 1820, US 70, and I-440 should list these roadways in the Route field as follows: I-440, US 70, NC 50, SR 1820, SR 1822.
- State road numbers and local road names can be found using the [NCDOT GIS Online State Maintained Network Map](#).

Project

- If the encroachment request is located within the limits of an NCDOT project, the NCDOT project number should be placed in this field (e.g. U-2134, R-5631AB, etc.).
- NCDOT project locations can be found using the [NCDOT GIS Online State Transportation Improvement Program Map](#).
- This field should **not** be used to provide Utility Owner project numbers.

County

- This field should be completed with the county in which the work is to be requested.
- If the proposed work involves multiple counties, a separate encroachment agreement should be completed for each county. The exception to this requirement is Blanket Encroachment Agreements, on which including multiple counties on one agreement is acceptable.

Second Party (Two-Party Agreement)

- The Applicant, the party entering into the Encroachment Agreement with NCDOT, should be named here. Additionally, the Applicant's mailing address should be listed in this field.
- In a two-party agreement, the Second Party to the agreement should not be the contractor, consultant or any party other than the owner of the utility.

Second Party (Three-Party Agreement)

- The Applicant, the party entering into the Encroachment Agreement with NCDOT, should be named here. Additionally, the applicant's mailing address should be listed in this field.
- In a three-party agreement, the second party is an entity who, through municipal requirement or other agreement, is charged with the installation of the subject facilities. In these agreements the second party is not the entity who will be responsible for ownership and future maintenance of the facility.
- In a three-party agreement, the Second Party to the agreement should not be the contractor or consultant.

Third Party (Three-Party Agreement)

- In a three-party agreement, the third party is the utility owner who will ultimately own and maintain the facilities being installed by the Second Party to the agreement. Additionally, the third party's mailing address should be listed in this field.
- In a three-party agreement, the third party is not an entity who, through municipal requirement or other agreement, is charged with the installation of the subject facilities.
- In a three-party agreement, the Third Party to the agreement should not be the contractor or consultant.

Agreement Date

- This field, upon approval of the agreement, will show the official approval date of the encroachment agreement.
- This field is to be completed by NCDOT. This field is **not** to be completed by the Applicant.

Second Party (Body of the Agreement)

This field should be completed with the name of the same Second Party that was provided at the top of the Agreement.

Routes (Body of the Agreement)

Routes should be listed in the same format as was provided at the top of the agreement.

Location

- This field should describe the general route of the proposed installation.
- Longitudinal installations should provide the following information in the location description:
 - Starting point referencing the nearest intersecting roads
 - Approximate lengths of segments
 - Bearing direction
 - Side of the road
 - Example of a longitudinal installation location description:

Beginning approximately 700 feet west of the intersection of Ancroft Ave and SR 1171 (Riddle Rd) and running east along the south side of SR 1171 (Riddle Rd) for approximately 2600 feet, crossing SR 1171 (Riddle Rd) at SR 1945 (S Alston Ave) and continuing east along the north side of SR 1171 (Riddle Rd) for approximately 1150 feet, crossing SR 1173 (Ellis Rd) and continuing north along the east side of SR 1173 (Ellis Rd) for approximately 900 feet, and terminating at the intersection of SR 1173 (Ellis Rd) and SR 1940 (Glover Rd).
- Individual crossings and single point installations (e.g. individual utility poles) should provide a distance of the installation from the nearest intersecting roads and side of the road when applicable.

Examples of these location descriptions:

 - *Crossing I-40 approximately 1200 feet east of the I-40/US 1 interchange*
 - *Crossing I-77 at the grade separation of I-77 and Jane Sowers Rd.*
 - *Pole placed on the west side of SR 1926 (Alston Ave), 50 feet south of the intersection of SR 1926 (Alston Ave) and SR 1955 (Wrenn Rd)*

Project Description

- Project Description should include the following items:
 - Length of installation, in feet
 - Size (diameter) of utility, in inches
 - Size (diameter) of encasement, in inches, if applicable
 - Type of material
 - Encasement material, if applicable
 - Type of utility
 - Installation method
 - Type and number of utility structures (e.g. vaults, handholes, manholes, poles)
 - Examples of project descriptions:
 - *917 feet of buried 2" SDR-11 HPDE conduit with fiber optic cable installed by horizontal directional drill; 2 handholes*
 - *382 feet of buried 12" DIP sewer line within 24" steel encasement pipe installed by bore and jack*
 - *522 feet of aerial 1/0 25kV electric cable installed on existing poles*
 - *New 35 foot wooden pole with telecommunications equipment attached*

Department of Transportation signature

This field is to be completed by NCDOT upon approval of the encroachment request.

Applicant Signatures and Seals

- Corporations and Municipalities
 - When the applicant of an encroachment agreement is a corporation or a municipality, the agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered city official is on file with the office of the State Utilities Manager, the Utilities Unit.
 - Request by corporations or municipalities to waive the corporate or municipal seal and attestation from encroachment agreements should be made in writing to the State Utilities Manager. The request should include the titles or positions of the corporation or municipality which the applicant is requesting to have signature authorization.
- Non-Corporations

When the applicant is not a corporation, then his signature must be witnessed by one person.
- Limited Liability Corporations

When the applicant of an encroachment agreement is a Limited Liability Corporation, the agreement shall be executed by a manager of the limited liability company. In the space provided beneath the applicant's signature, the signer shall be identified as "Manager". The signature must be witnessed by one person. Corporate Seals are not required of Limited Liability Corporations in North Carolina.
- In each agreement, the space provided for signatures should include the following information in addition to the necessary signatures:
 - The corporation or municipality name, if applicable
 - The name and title of all persons signing the agreement, typed directly below each signature.